App. F. IX-4

Previous References

1929-30
Law

File No. 67-24
Serial Nos. 1-7

Later References

~~Law~~ 79-31 (1-2)

Present
3/
17.2

General and Revenue Secretariat.

Serial Nos. [redacted].

Part B for May 1931.

SUBJECT.

Recovery of the loan due to the Industries Dept. from Mr. Nem Chand Indoria Khalee (& Mehdi Hafiz Mecedi

---

Clerk
1-5-31

G. R. S. 111—3]

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

(1) I had a discussion
with Mr. Lewis' advocate
they say that the debt
has been discharged
and the L & C. debt
without depositing any
title deed
2) No article states that
the sale belong to the
minors & that the title
deed should in their
name
3) If the allegation
true the sale will be
illegal.
4) Copy may be sent
to L. C. for report
with a suggestion the
proposed sale may

N. B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

G. R. S. III—3]

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for per

14.11.29

14/11

P 2613/29 Law. D/14.11.29

To the Deputy Com

Calling for a report

Suggesting a day

to be held tomorrow

Ans R

me

14.

General and Revenue Secretariat

App. F. III-

File No. 67 of 1929

Serial No.

Letter no BS- 4399/28-29 dated 27th June from the D.C. Bangalore forwarding a report with the Vernacular records.

5) The facts of the case are as follows. On 3.1.27 the Asst. Supdt. of Police Mr. Zahiruddin Moosa sanctioned a loan Rs 10000/- to one Mohd Khuddus Khaleel who has started a firm in the name of M.A.K. Khaleel & Sons. On 5-1-27, as a security for this loan Mr Khaleel executed a mortgage deed of House no. 2 in Basavanagudi Extension Block, which was known to the Dept as well as to Mr Khaleel as belong to Mr. Mohammad Abdul Kader Moosai Sahib Inspector of Police, Bangalore who has also signed the mortgage deed as "the owner of the property". It cannot be ascertained either from the record. [illegible] report whether the mortgage was got registered

6) Mr Khaleel having committed to pay up the instalments regularly the Director ordered the [illegible] to be recovered as an arrear of land revenue under cl III (iii) of the loan bond Form III.

Serial No.

When the property was attempte be sold in May 1929, Mrs: Zekaria as mother & guardian of two minor objected to the sale taking plac the ground of the property having Conveyed absolutely to them by A. H. Meccai & his sisters on 5-12- by means of a duly regd deed.

7) Notice was served on 18.5 to Mr A. H. Meccai to explain he had sold the property previously hypothecated to Govt and to sh why the amount due to Govt sh be recovered from him It is see the P.W.D. that Mr A. H. Meccai from to produce certain documents be never turned up afterwards

8) The property was again tri be sold in Nov^r 1929 and on acco the notice to Govt issued on behalf minor sons of the late Mr Mec the sale has been stopped -

9) The following facts have b ascertained before decoding what action is to be taken in the ma

1) whether the hypothecation de 5-1-1927 is duly registered ?

Note—Contn. Sheet

Draft
No.

Letter No. BS - 4399/28-29, dated from D.C. Bangalore Dist, stating matter re: the claim of the minor late Zaheruddin Meccai to house No. 2102, is referred to the Supt of Industries, B'lore report.

Asstt/Under Supdt

General and Revenue Secretariat | File No. 67 of 1929

Serial No.

Letter No B5-4399/28-29 dated 28th Dec 1928 from the DC. Bangalore, stating that Mr. Abdul Khudoos Khaleel is residing in Bombay and his Surety Mr. Md. Abdul Hafez Maccai is still service as Asst. Inspector of Col.s in Kolar Dist. and that the Dir. Director of P. I. has been asked in the matter.

D. C. States that a further report will be sent on hearing from the Amildar aga

For perusal

TSD 29/12 Further report may be awaited If it is not received within a month a R.t has to be put up.

DMC 29/12

Issue the draft as revised & resubmit

6/2/31

Letter No. B.S. 4399/1928-29 dated 9th Feb.y 1931 from DC. Bangalore forwarding a report the mail

the property in question seem have been mortgaged both by Messrs Abdul Khudoos Khaleel, and Abdul H Maccai, and he bothe are

Note—Contn. Sheet

WD 02328—GPB—10,000—22-4-30

Serial No.

registered. Copy of the deed received from the Dr of Rtc, is said to have been subd in P.W.D. But it has not been received the question whether the house property mortgaged to the Rtc Dept may be proceeded with for the recovery of loan may await the receipt of the ~~receipt of the~~ deed

Dft to DC is put up.

TSD
17/2

Before
DML
17/2

To

The D.C. Bangalore

No. P. 5058 dt 14.2.31 requesting a copy of the hypothecation deed

Letter No Bs-4399/30-29 dated 21st Feb 1931 from the DC. B'lore forwarding a copy of the hypothecation deed executed by Messrs Abdul Khudoos Khaleel & Abdul Hafiz Maccai.

D.C. solicits instructions as to whether the house property mortgaged to the industries Dept may be proceeded with for the recovery of the loan due to that Dept

TSD
20/2

The facts of the case are stated in paras 5 to 9.

Since the owners of the house property

NOTE—Contn. Sheet

WD 02553—50,000—GPB—8-7 30

File No. of 193 . | General and Revenue Secretariat

re A. H. Meccai has ~~executed~~ signed
a hypothecation bond as an executant
& not as a mere witness, he must
be deemed to be the mortgagor also,
though in the body of the deed his
name does not appear as such - The
sale by Mr Meccai afterwards cannot
therefore bind the Government and
the property can be proceeded
against for recovery of the loan.

If appr, Govt Advocate will
also be consulted in the matter,
since the purchasers of this property
has given notice of a suit against
Govt in case the property is
sold on the Revenue side.

Legal R^r V. DMP
yes. 8/3
D. Mc 6/3

Forwarded with Compliments — to
me for favour of opinion

Lr No. Vo. P 62/30 of 5.3.1931.

GOVT. ADVOCATE'S OFFICE
- 6 MAR 1931
BANGALORE.

Perused 5/3/31
for L. R^r & Secy to Govt

Secy 682/30-31
6.3.1931.

Serial No.

R.O. No. 58/30-31 dt. 24.3.1931.

Re-transmitted with compliments.

The only two points for consideration in this case are:-

(1) Whether Mr. Abdul Hafiz Mecci, who signed the deed of Mortgage "as the owner of the property" together with Mr. Abdul Khudus Khaleel, described as "borrower" is an executant of the deed, and

(2) Whether, if Mr. Abdul Hafiz Mecci is joint executant, the property mortgaged can be proceeded against on the revenue side.

As regards the first point, it has been admitted that the formal part (up to the schedule) of the document nowhere mentions Mr. Mecci's name, the name of the "Borrower" only being adverted to. Judging only from this part of the document, the general impression created is that Mr. Khaleel, the borrower, was the owner of the property purporting to be mortgaged by him. The whole format of this part of the deed would seem to bind only Mr. Khaleel and no other. However, schedule A of the Deed describes the property which is the property alleged to be mortgaged by Mr. Khaleel; next comes schedule B which describes the object upon which the mortgage loan is to be expended by Mr. Khaleel the borrower. After these two schedules come the signatures of Messrs. Khaleel and Mecci. Mr. Khaleel signed as "borrower" and Mr. Mecci as "owner of the property". Now it is clear law that the schedules to a deed form part of it and the signatures coming after them must be taken to bind the

D 04563—G PB—50.000—8 7 30

bind the parties who have affixed them. In this sense, it has tobe construed that though in one part of the deed Mr. Mecci's name does not appear as Mortgagor, in another part it does appear so. Both the parts must be read together in order that the parties signing the deed may be fixed with the responsibilities attaching to their signatures. It is undeniable that the first part of the deed could well have been in a different form. A form that was intended for use only in the case of one borrower as mortgagor of immoveable property has been used without necessary alterations in the case of two persons, one of whom purports to own the property mortgaged and the other admittedly possessing no right in the property but obtaining the benefit of the other signature as the alleged owner. This apart, the legal effect of Mr. Mecci's signature to this deed has to be considered. Though the matter is not free from doubt, the position may be advanced, from the undisputed facts of the case, that Mr. Mecci is joint executant with Mr. Khaleel in the Mortgage deed. At least four definite facts may be mentioned in support of his suggestion:-

(a) his signature appears after Schedules A and B;
(b) describing himself as the owner of the property in signing the deed with Mr. Khaleel;
(c) he does not purport to sign it as an attesting witness, there being two others who sign as witnesses to the deed;
and (d) he has admitted execution of the deed before the Sub-Registrar along with Mr. Khaleel and got it registered with him.

The intention of Mr. Mecci in affixing his signature has to be inferred from the above data.

Execution

Serial No.

Execution of a deed in law means "signing" or "affixing one's signature to it". This "signing" means putting the name down with the intention that it "should operate as an acknowledgment by the part that it is his instrument". In other words, the person affixing signature to the deed acknowledges that he has adopted the whole of the recitals contained in it and appearing above his signature. This, however, is one aspect of the case. The signature referred to should be in an "instrument" which must be held to be one such in the legal sense An "instrument" in law includes every document by which any right or liability is or purports to be created, transferred, limited, extended, extinguished or recorded. There can be no question that the present document is an instrument in the sense that it purports to "transfer" a right or at least "records" the transfer of a right. Looking to the signature of Mr. Mecci to the deed on hand and the circumstances under which he affixed it, it has to be inferred that he put his signature to it as executant and by way of assent to his co-executant Mr. Khaleel borrowing the money on the security of what he alleged to be his own immoveable property. In this view of the case, Government may, for the purpose of this case go on the presumption that Mr. Mecci is joint executant of the deed in question and that as such, his rights in the mortgaged property, whatever they are, are bound.

NOTE—Contn. Sheet.

WD 02558—G PB—50,000—8-7 30

As regards the second point, viz., whether -
:tion by revenue proceedings is advisable, a care-
ul consideration of all the facts disclosed shows
iat the balance of advantage lies in proceeding in
Civil Court for enforcing the mortgage against Mr.
:cci. If this were done, Mr. Mecci's rights - it
)uld seem he is only a joint owner of the property
:th others whose rights seem to have been bought up
r a third party - would be worked out on the basis
iey should be. The procedure on the revenue side
ill be found to be inconvenient inasmuch as the -
ights of third parties who have got into possession
f the property have to be determined. Even if such
procedure be adopted, only the right, title and -
nterest of the joint defaulter Mr. Mecci could be
sold. There would still remain the difficulty of
obtaining possession, such possession being with the
vendees of the property. There is another circum-
stance in this, which complicates matters. The -
title-deeds of the property mortgaged have not been
taken ~~possession~~ delivery of on behalf of Government
at the time the mortgage was executed by Messrs.
Khaleel and Mecci. Since the execution of the mort-
gage, it has been found that Mr. Mecci is only a part-
owner of the property mortgaged by him and revenue
proceeding in a case of this nature is obviously one
not to be resorted to.

23-3-1931.
Bangalore,

K. Ramachandra Rao
Government Advocate.

If appd., the D.C as well as the S of State will be informed accordingly.

Serial No.

Dft to the D.C. B'lore & forwd

ISD 8/4

Typed draft please

DM 7.4

Fair dft. subd.

ISD 8/4

Draft may be approved

Legalr

MP
Appd 8/4
D.M. 12/4/21

Signed.
MP
12/4/21

To

The D.C. Bangalore

Copy to the Director of Agr. Dept. No. P. 6677 dt 17.4.21 stating that the sale of the house by Mr. Macani in favr of Govt. Can only be subject to the mortgage hence the property Can be sold for recovery of the loan and parties are left the balance of advantage lies in proceeding in Civil Court for enforcing the mortgage agst. Mr. Macani Mean to have the Pty sold on the revenue Side.

Despatcher to omitted to send the records as directed in the letter.

File No. of 19

General and Revenue Secretariat

...ers relates to an Industries Loan issued in ... the Director of ...
For perusal & return

Dev Bro)

DRP
28/4

MCG

Dev Secy) (1st member. 25/4/31

RB
27/4/31 MCG 27/4

MCG
28/4/31

RB
28/4/31.

Protection Branch)

MCG 28/4/31

GEN. & REV. SECRETARIAT.
DEVELOPMENT BRANCH.
MCG
25/4/31

...NCIL
...1931
No. 1345

B
DRP
...1

From

N.K. Gopal Iyengar, B.A.,B.L.,
Legal Practitioner,
30, Veerapillay Street,
C & M Station, Bangalore.

To

The Chief Secretary to the Government of Mysore,

Bangalore.

Dear Sir,

Under instructions from our client, Mrs. Zahiruddin Mecci, mother and guardian of minors Sirajuddin and Minhajuddin, we do hereby give you the following notice:-

1) that the minors are the owners of premises bearing Nos. 2 and 4, 100 feet Road, Mohamadan Block, Baswangudi and they are in possession of the same.

2) that the Director of Industries and Commerce to the Government of Mysore has put up the said premises for sale for a debt of Rs. 800/- due to the said Department by one Abdul Khuddoos Saheb, alleging that the properties belong to him.

3) that the said premises are advertised for sale and will be sold on 15-11-29 by the Sub-Division Officer at the Taluq Office, Bangalore.

4) that they were once before brought to sale and on a claim being preferred by the petitioners through their mother the sale was stayed.

5) That the Sub-Division Officer has put up once again for sale as stated in Para.3. the premises aforesaid without investigating the claim

Their title to the said properties is evidenced by the best of documentary evidence, to wit, by a duly registered deed.

6) Mr. Abdul Khuddoos Saheb referred to abov and who is said to be indebted to the Industries Department in the sum of Rs.800/-has absolutely no manner of right, title and interest, in, to or upon the said properties.

7) the Government in spite of our client's repeated representations is still persisting to hav the properties sold. The title of our clients to the said properties is sufficiently injured by the conduct of the Authorities of Government in declaring that the property belongs to Mr. Abdul Khud and in selling the same in pursuance thereof.

8) Neither the Government nor any Auction-Purchaser can acquire any interest by the illegal sale of the premises. Besides, they will be liable to p of Rs.5,000/- damages/to our clients for the injury done to their title by their acts detailed above.

9) Now, this is to give you, Sir, this the sta notice of two months as laid down in Section 80 of t C.P.C. to pay to our clients the sum of Rs.5,000/- be the damages sustained by them in respect of their ti... the premises and also to instruct forthwith the Revenue Authorities to stay the sale which is fixed for 15-11-29 In spite of this notice if the properties are permitted to be sold, the Government will be liable to pay to our clients a further sum of Rs.5,000/- as damages, besides, being liable to pay all costs of the legal proceedings that our clients may institute against you as advised. Our clients

Our clients fondly hope that the matter will be settled amicably and without going to Court.

10) We are further instructed to demand Rs.5/- being the cost of this legal requisition.

Bangalore.
Dated:-14th November 1929.

Yours faithfully,

M/s Jalan & Co
M. Sharma
Amrak,
14.XI.29

From

Appendix F G—1

SUBJECT.....

.....

.....

Section

File No. Lnd

Serial No. 67-25-2

Diary No. of letter replied to.....

No. 2613(1)

Immediate

General and Revenue Secretariat

( )

the *192*

To

The Deputy Commissioner

Bangalore

Date of issue..... 24.11.29

Sir,

Signed by .....

I am directed to forwa herewith copy of the notice under section 80 of the Code of Civil Procedure, sent by Messrs V. K. Gopala Iyengar and M. Shariff, Advocates, on behalf of Mrs. Zahiruddin Meeai, ~~threatening~~ the institution of a suit for damages in case the properties mentioned therein are sold as proposed by the Sub Divisional Officer at the Taluk office, Bangalore on 15.11.:

.....

by.....

over

WD 0399—GPB—20,000—18-9-28

and to request you to report whether the claim as put forward in the notice is. ~~bonable~~ bona I am to suggest that, if there be no objection, the Sub Dn officer may be instructed to postpone the Sale ~~tomorrow~~ to be held tomorrow. pending enquiry into the claim

I have etc

Legal AR
Le

2673 P 29

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

IN ALL FUTURE COMMUNICATIONS PLEASE QUOTE --
No. B5-4399/28-29.
ENC. (4 Pcs)

TEL. ADDRESS-" DEPCOM."
POST BOX NO. 34.

1 l 3

Dated, Bangalore, the 27th January 1930.

FROM B. Narayanaswami Iyengar, Esq., B.A., B.L.,
~~A. K. Syed Taj Peeran, Esq., B.A.,~~
Deputy Commissioner,
Bangalore District.

To
P. Mahadevayya, Esq., B.A., B.L.,
Secretary to the Government of Mysore,
Law Department, Bangalore.

SIR,

SUBJECT:—

With reference to your letter No.J.2613(1) Law dated 14th November 1929 calling for a report in the matter of the claims of the minor sons of the late Mr. Zahiruddin Meccai to House No.2, 100 feet Road, Mohamedan Block, Basavangudi, Bangalore, proceeded against for the recovery of certain arrears of loan due from one Mr. Abdul Kuddus Khaleel to the Department of Industries and Commerce, I have the honour to state that on 3rd January 1927 the then Director of Industries and Commerce (Mr. Zahiruddin Meccai) sanctioned a loan of Rs 1000/- rapayable in 10 half yearly instalments of Rs 100/- each commencing from 18th July 1927 to one Mr. Abdul Khuddus Khaleel for improving his Bicycle manufacturing, enamelling and repairing works started by him in the name of M.A.K.Khaleel & Sons, Bazaar Road, Basavangudi, Bangalore. The grantee Mr. Abdul Khuddus Khaleel, offered House No.2, 100 feet Road, Mohamedan Block, Basavangudi belonging to one Mr. Mohamed Abdul Hafiz Meccai, Deputy Inspector of Education, Urdu Schools as security for the loan and executed the necessary hypothecation bond in favour of Government, the latter individual Mr. Mohamed Abdul Hafiz Meccai also attested the hypothecation bond and offered his house as security. The grantee having defaulted to pay the 2nd instalment of the loan which fell due on 18th January 1928, inspite of notices issued to him in this behalf, the Director of Industries and Commerce in his Official Memorandum No.E.578/28 dated 11th February 1929 requested that the amounts due from the grantee may be recovered as an arrear of Land Revenue by proceeding against the property hypothecated to Government. Accordingly, steps were taken to sell the right, title and interest of the defaulters

on the property hypothecated to Government.

2. From the vernacular records it is seen that, in December 1927, i.e., within a year after house No.2 in question, was hypothecated to Government Mr. Abdul Hafiz Meccai and his sisters sold the said house to the minor sons of the late Mr. Mohamed Zahiruddin Meccai represented by their mother and guardian through a registered deed for a sum of Rs 3000/- and to have been due to the vendees by the vendors Mr. Abdul Hafiz Meccai and his sisters and that a notice having been served upon Mr, Abdul Hafiz Meccai the surety, to pay up the amounts due from the grantee (Mr. Abdul Khuddus Khaleel) he (Mr. Abdul Hafiz Meccai) promised the Amildar to produce certain documents in his possession but not to have turned up. The description of House No.2 in question as given in the hypothecation deed seems to differ slightly from that given in the sale deed executed by Mr. Abdul Hafiz Meccai and his sisters, but there can be no doubt that the very house hypothecated by Messrs Abdul Khuddus Khaleel and Abdul Hafiz Meccai to Government is the one conveyed by the latter and her sisters to the minor sons of the late Mr. Mohamed Zahiruddin Meccai by the sale deed above referred to.

3. Now Mrs. Zahiruddin Meccai represents in her notice to the Chief Secretary received with your letter under reference, that her minor sons are the owners of premises Nos. 2 and 4 hundred feet road, Mohamedan Block, that Mr. Abdul Khuddus Khaleel has no manner of right to the properties in question but yet that the premises are being proceeded against in satisfaction of certain arrears of loan due from him, that the title of the minor sons in question to the properties has been injured by the conduct of the authorities of Government and claims Rs 5000/- as damages for the injury and wants that further proceedings regarding the sale of the premises in question should be stayed. The records go to show that the right, title and interest of the defaulters on only House No.2 was advertised for sale but not those in respect of House No.4 as alleged in the notice and that, as required in your letter under reference, the sale has been stayed pending further orders on the subject.

4. As the hypothecation of house No.2 to Government by Messrs.

Messrs. Abdul Khuddus Khaleel and Abdul Hafiz Meccai, was pric to the sale of the said property to the minor sons of Mr. Zahi ruddin Meccai by Mr. Abdul Hafiz Meccai and his sisters, the subsequent sale cannot take effect under the Law. After all, what is proposed to be sold is the right title and interest of the persons effecting the hypothecation.

5. The vernacular records bearing on the subject, are enclose for reference and kind return when done with.

I have the honour to be,

Sir,

Your most obedient servant,

Deputy Commissioner,
Bangalore District.

29.1.30.

Appendix F G—1

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

Section Law

File No. 67-29

Serial No. 4

No. 4893

General and Revenue Secretariat

( )

the 192

To

The Deputy Comr

Bangalore Dt

Date of issue..... 1/3/30

Signed by.....

Sir,

With reference to your letter No B5-4399/28-29 dtd 27th January 1930 regarding the claims of the minor sons of the late Mr. Zahiruddin Meeraji to House no 2, 100' Rd Mohamedan Block, Basavana Bangalore, I am to enquire whether the hypothecation bond ~~of~~ executed by ~~the~~ Mr Abdul Khuddus Khalee on 5th Jan 1927 is duly

over

List of enclosures.....

Copied by 19.2.30

Examined by.....

WD 063—GPB—20,000—1-8-29

egistered agreed Whether there
anything to show that
re Abdul Hafiz Meccai had
greed in 1927 to hypothecate
is house to Government as
security for the loan granted
o Mr Khaleel Information
ay also be furnished as to the present
wnership of messrs A. H. Meccai & A. K. Khaleel
whether the ~~A. H. Meccai~~ & whether the

5994/29

In all future communications please quote
No. B5-4399/29-30.
Enc.

Tel. Address.—"DEPCOM"
Post Box No. 34.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the 5th June 1930. *193*

Law 67-29-8

FROM

A.K. Syed Taj Pearan, Esq., B.A.,

Deputy Commissioner,
Bangalore District.

To

P. Mahadevayya, Esq., B.A., B.L.,
Secretary to the Government of His Highness the
Maharaja of Mysore, Law Dept.
Bangalore.

SIR,

~~Subject :—~~

With reference to your letter No.J 4593/Law 67-29-4 dated 1st March 1930 and in continuation of my letter No. B5- 4399/29-30 dated 13-5-1930 re the registry of the hypothecation bond executed by Mr. Abdul Khuddus on 5th January 1927 etc., I have the honour to state that the Superintendent of Industries ~~xxx~~ writes to say that the hypothecation bond referred to has been registered in the local Sub Registrar's office as No.1128 in Book 1 Volume 53, pages 83-91.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Bangalore District.

4559

Appendix F G—1

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

Section

File No.

Serial No. 6

No. 7469

General and Revenue Secretariat

( )

the *192*

To

The Deputy Ce

Bangalore

Date of issue 27/6/30

Sir,

Signed by

With reference to y

letter no: BS-4399/28.29

dated 5th June 1930 regarding

in connection with

the Claims of the minor sons

of the late Mr Zahiruddin

Meccai to House No: 2; 100'

Road, Mohamedan Block,

Basavanagudi, Bangalore,

I am to request you to

furnish information also on the other points,

mentioned in this office

letter no: P4593/Land 67.29.4

dated 1st march 1930, without delay.

over.

List of enclosures

Copied by

Examined by

treat the hypothecation bond executed by Mr. Abdul Khadir Khaled Marbeen registered

save the nonare

WD 063—GPB—20,000—1-8-29

information was called for
re three points stated
therein, while your letter
under reply answers only
one of them I am to
request you to furnish
information on the other
two points without
further delay

I have etc

Legal Asst

1769 26th June 1930.

The Deputy Commissioner,
B a n g a l o r e.

With reference to your letter No.B 5-4399/28-29 dated 5th June 1930 intimating in connection with the claims of the minor sons of the late Mr. Zahiruddin Meccai to House No. 2;100' Road, Mohamedan Block,Basavangudi, -- Bangalore, that the hypothecation bond executed by Mr.Abdul Khuddus Khaleel has been registered, I have the honor to request you to furnish information also on the other points mentioned in this Office letter No.P. 4593/Law 67-29-4 dated 1st March 1930, without delay.

I have the honor to be,
Sir,
Your most obedient servant,

for Law Remembrancer and
Secretary to Govt Law Deptt

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT,
BANGALORE, DATED 4TH JULY 1930.

No.B5-4399/28-29.

From

A. K. Syed Taj Peeran, Esq., B.A.,

Deputy Commissioner,

Bangalore District.

P. Mahadevayya, Esq., B.A.,B.L.,

Secretary to Government, Law Department,

BANGALORE.

With reference to your letter No.J.7469/Law dated 27-6-30 requesting furnish information on the other points also mentioned in your office letter o.P.4593/Law.67-29-4 dated 1-3-30 re: the claims of the minor sons of the late r. Mahiruddin Meccai to House No.2100 Mahomedan Block, Basavangudi, I have the onour to state that the Superintendent of Industries, Bangalore Division has been equested in the matter of furnishing information as to the present whereabouts Messrs.A. H. Meccai and A. K. Khaleel and whether the former is still in service report will be submitted soon after the same is received from the Superintendent Industries.

I have the honour to be,

Sir,

Your most obedient servant,

Deputy Commissioner,
Bangalore District

In all future communications please quote
No. B5-4399/28-29.
Enc :

Tel. Address.—"DEPCOM"
Post Box No. 84.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the 20th December 1930

FROM

Moin-Ul-Vizarath A.K. Syed Taj Peeran, Esq., B.A.,
Deputy Commissioner,
Bangalore District.

To

P. Mahadeyyya, Esq., B.A.,B.L.,
Secretary,
to the Government of Mysore.
Law Department, Bangalore.

89
23/1

SIR,

Subject:— Pointing out defects

With reference to your letter No.P.2135/Law dated 14-10- calling for a report re. the claims of the minor sons of the Mr. Zahiruddin Meccai to house No.2100, Basavanagudi, I have honour to state that it is reported by the Amildar, Bangalore City Taluk that Mr. Abdul Khuddus Khaleel is residing in Bomb and his surety Mr. Mohammad Abdul Hafiz Meccai is stated to b still in service as Assistant Inspector of Education in Kola District. It is further reported that the Deputy Director o Public Instruction, Shimoga Circle has been addressed in the matter and his reply is awaited. On hearing from the Amildar again a report will be submitted to you in the matter.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Bangalore District.

In all future communications please quote
No.....B5-4399/28-29
Enc :

Tel. Address.—"DEPCOM
Post Box No. 84.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the ....9th..February.....*193* 1.

Law 67-29-6

FROM

Moin-Ul-Vizarath A.K. Syed Taj Peeran, Esq., B.A.,
Deputy Commissioner,
Bangalore District.

TO

P. Mahadevayya, Esq., B.A.,B.L.,
Secretary,
to the Government of Mysore.
Law Department, Bangalore.

SIR,

Subject:—

With reference to your letter No.P.4593/Law.67-29-4 dated 1-3-1930, calling for certain particulars re. the claims of the minor sons of the late Mr. Zahiruddin Meccai to House No.2, 100ft. road, Mohamedan Block, Basavangudi, Bangalore, I have the honour to state that both Messrs. Abdul Quddus Khaleel and Abdul Hafiz Meccai have jointly hypothicated the property in question and the hypothication deed has been duly registered. A copy of the deed received from the Director of Industries and Commerce is submitted herewith. Mr. Abdul Hafeez Meccai is now the Head Master of the Urdu Boys Middle School, Kolar and Mr. Khaleel is reported to be residing in Bombay.

In view of the above circumstances, I solicit instructions as to whether the house property mortgaged to the Industrial Department may be proceeded with for the recovery of the loan due to that Department.

The favour of early orders is solicited.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Bangalore District.

Appendix F G—1

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

Section

File No.

Serial No.

No. 5058

General and Revenue Secretariat

( )

the 3

To

The DC Bangalore

Date of issue 14/12/21

Signed by

Sir,

With reference to your letter no B5-4899/20-29 dated 9th Dec 1921 re: the claims of the minor sons of the late Mr. Z. Meccai to house no 2 Mohamedan block, Basavanagudi I am directed to state that the copy of mortgage said to have been enclosed with your letter has not been received, and to request you to forward the same immediately

List of enclosures.....

Copied by.....

Examined by.....

D02559—GPB—25,000—25-6-20

150

13th February 1931.

The Deputy Commissioner,

B a n g a l o r e.

With reference to your letter No. B5-4399/28-29 dated 9th February 1931 regarding the claims of the Minor sons of the late Mr. Zahiruddin Saccai to house No. 2 Mahomedan block Basavanpudi, I am directed to state that the copy of the hypothecation deed said to have been enclosed with your letter has not been received, and to request you to forward the same immediately.

I have the honor to be,
Sir,
Your most obedient servant,

For Legal Remembrancer and
Secy. to Govt.Law Dept.

c.n.

1,155 930

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

In all future communications please quote—
No. B5-4399/28-29.
Enc. One Bond.

Dated, Bangalore, the 21st February *193*1.

FROM Moin-Ul-Vizarath
A.K. Syed Taj Peeran, Esq., B.A.,
Deputy Commissioner,
Bangalore District.

To

P. Mahadevayya, Esq., B.A.,B.L.,
Secretary,
to the Government of Mysore.
Law Department, Bangalore.

SIR,

Subject :—

With reference to your letter No.P.5058/Law. dated 13/14-2-1931, I have the honour to submit herewith the copy of the hypothication deed executed by Messrs. M. Abdul Quddus Khaleel and Abdul Hafiz, Meccai.

I have the honour to be,

Sir,

Your most obedient servant

Deputy Commissioner,
Bangalore District.

98/24/2

SS/-.

V. (*a*) The borrower shall send to the Director of Industries annually without fail information regarding the working and the general condition of the undertaking in the form that may be approved by him from time to time.

(*b*) If the loan is for working capital, the borrower shall send to the Director a quarterly balance sheet showing the distribution in detail of the floating assets of the concern at current market rates in the form prescribed by the Director.

VI. That for the repayment of the loan with interest and costs, if any, due on the same, the immovable property specified below, in addition to the object upon which the loan is expended, is hypothecated as collateral security to Government.

Sd S.K. Chetty.
Director in charge of Industries Mysore.
Signature of the Officer granting the loan.

I have understood and agreed to the aforesaid terms and conditions.

Letter No E1-578/27-28 dated 22/Jan 1931

T. M. Abdul Khudus Khaleel

Signature of Borrower.

DEPUTY COMMISSIONER'S OFFICE
24 JAN
No.

WD 3338—GTB—500—26-11-29.

Not signed

Copy

Director of Industries and Commerce in Mysore

6/8
21.1.31

FORM III.

I. The sum of rupees One Thousand ..is granted to Mr. Md. Abdul Khuddus Khaleel caste Mohammadan ..calling. Mechanic .....son of Mr. Md. Azimuddeen Khalil residing at No. 2. Loop Road, Mohamedan Block, Basawangudi as a loan under Government Order No. D. 5135-37—I. & C. 254-27-7, dated 19th November 1928, for the purpose of improving his bicycle Manufacturing, Enamelling and repairing work.....

subject to the following conditions:—

II. The conditions referred to are as follows:—

(i) That as requested by the borrower....., the amount of the loan shall be expended by the Department of Industries and Commerce on the execution of the necessary security bonds for the purpose of.....and the work handed over to the borrower as soon after completion as possible in good working order with proper accounts of the expenses incurred on behalf of the borrower; or,

(ii) That the amount of the loan shall be paid to the aforesaid Mr. Md. Abdul Khuddus Khaleel in one only instalments on the execution of the necessary security bonds, ~~the first on the production of this order and~~ the second and subsequent instalments on proof that the ~~first and previous~~ instalments have been properly utilised.

(iii) That if it shall appear to the satisfaction of the Director of Industries and Commerce that any portion of the ~~first or subsequent instalments~~ loan amount at any time have been misapplied to any other purpose than that specified above the ~~portion of~~ loan already paid to the aforesaid Mr. Mohamed Abdul Khuddus Khaleel shall be recoverable as an arrear of land revenue.

III. (i) That the loan with interest thereon at 6 per cent shall be repaid by equal ~~annual~~ Half yearly instalments of Rs. One Hundred only with interest falling due with the Six months from the date of disbursement of the amount. ~~close of the revenue year commencing with 19.. e. and ending with 19..~~

(ii) Such annual payments shall be made at the ~~Treasury of~~ State Bank Treasury Bangalore. Taluk.

(iii) If default in payments of annual instalments on account of the loan occurs, the Director shall have power to recover interest at 9 per cent on the amount due from the date on which the payment ought to have been made. In calculating interest under this rule a broken period of a month shall count as half a month or one month according as it is less or not less than 15 days, and a fraction of a rupee as half rupee or one rupee according as it is less or not less than eight annas. If the aforesaid Mr. Md. Abdul Khuddus Khaleel should contravene any of the conditions under which the loan is granted, the unpaid balance of the loan shall be recoverable as an arrear of land revenue.

Note.—Interest under (i) and (iii), will be calculated to the nearest anna omitting five pies and less, and reckoning six pies and more as one anna.

IV. That machinery purchased and building, etc., erected with the loan referred to shall be maintained in a suitable condition and good working order and that repairs and renewals as directed by the Director of Industries and Commerce from time to time shall be carried out without undue delay. The buildings and machinery shall be insured against fire or other accidents.

V. (*a*) The borrower shall send to the Director of Industries annually without fail information regarding the working and the general condition of the undertaking in the form that may be approved by him from time to time.

(*b*) If the loan is for working capital, the borrower shall send to the Director a quarterly balance sheet showing the distribution in detail of the floating assets of the concern at current market rates in the form prescribed by the Director.

VI. That for the repayment of the loan with interest and costs, if any, due on the same, the immovable property specified below, in addition to the object upon which the loan is expended, is hypothecated as collateral security to Government.

"Sd" S. G. Sastry.
Director in charge of Secretariat Business.
Signature of the Officer granting the loan.

I have understood and agreed to the aforesaid terms and conditions.

Letter No
L.F. 578/2728
dated 22 Jan 1931

"Sd" M. Abdul Khudus Khaleel
Signature of Borrower.

WD 3338—GPB—500—26-11-29.

Copy

Director of Industries
and Commerce in Mysore

SCHEDULE A.

Registration District	Registration Sub-District	If the property is house property					If cultivable land				
		Village	Boundaries of the property	Description and value of buildings and how long likely to last	Extent of building site and of vacant ground or compound	Trees, well, etc.	Survey number	Wet or dry	Extent	Assessment	Trees, wells, etc.
1	2	3	4	5	6	7	8	9	10	11	12
Bangalore City	Basavanguddy	Mohammedan Block House No. 2, Hundred feet Road	East:Jyon Road North:100 ft Road West: House No. 2 Fazlul Rahiman Sheikh and South: Government Lane.	Pucca bungalow with Compound and ground. Value Rs: 43845-12-6.	"	"	Nil.	"	"	"	"

SCHEDULE B.

Registration District	Registration Sub-District	Village	Description of objects upon which the loan is expended
Bangalore City	Basavanguddy Bazar Road.		All propserty in the premises "M. A. K. Khaleel & Sons" Bazar Road - Basavan Bangalore.

"Sd" Abdul Hafiz Meccai
(1) Signature of the owner of the property
5th January 1927.

"Sd" M. Abdul Khudus Khaleel
(2) Signature of Borrower.

Witnesses.

(1) "Sd" V. Maniswamy.....son of Venkatasawmiya village of Ulsoor - Bangalore Cantonment

(2) Sd Ibrahim Shariff.....son of Kasim Sharif...village of Khalasipalya. Bangalore Ci

Signed by the abovementioned

in the presence of "Sd" G. S. Girimaji
Supdt. of Registries
Bangalore Division.

noted in the office of the Sub-Registrar of Bangalore City on the 7th January 1927 at 2:40 P
. Abdul Khudoos Khaleel execution admitted by M. Abdul Khuddus Khaleel. Abdul Hafiz

Executants are personally known to me
"Sd" D. G. Narayan Singh
Sub-Registrar 7-1-1927.

WD 3338—GPB—500—26-11-29,

Registered as No. 1128 in Book I Vol 53 Pages 82 to 91 - fee paid Rs 6-0-0.

"Sd" D. G. Narayan Singh (Form V)
Sub Registrar - 7-1-1927

Copy

27 Certified that the Mysore Stamp duly Vide Rs: Seven annas Eight only leviad on this document and cancelled into the State Stamp Treasury. Amount by Mohamed Abdul Khuddus Khaleel Bangalore under section 41 of the Mysore Regulation.

Dated 6.1.27.

Asst A.D. Do

for Dy: Commissr

FORM V.

MORTGAGE DEED TO BE EXECUTED BY THE BORROWER.

THIS INSTRUMENT MADE the ....5th.... day of ..January.. ....1927.... between Mr. Mohamed Abdul Khuddus Khaleel of No. 2. Loop Road, Mohammadpet herein-after called "the Mortgagor") of the one part and the Director of Industries and Commerce on behalf of the Government of His Highness the Maharaja of Mysore (hereinafter called the "Mortgagee") of the other part.

WHEREAS the Mortgagor has/~~have~~ received from the Director of Industries and Commerce ..... an order under the Rules for the grant of Loans generally to facilitate Agricultural and Industrial Operations issued under G. O. No. ~~D. 5135-37—I. & C. 254-27-7, dated 16th November 1928~~ E. 2146 - G. M. 55-12-240 dated 2nd September 1913 and Finance Circular No. 165 and dated the ....21st.... day of ...December.... 1926 in virtue of which the Mortgagor is/~~are~~ entitled to receive the aggregate sum of Rs One Thousand only as a loan from the Mortgagee for the purpose of improving his Bricks Manufacturing Enamelling and repairing works at Basavangudi and whereas security for the due application of the amount of the said loan and for the punctual repayment of the same according to the terms of the said order is demanded by or on behalf of the Mortgagee and in order to furnish such security, the Mortgagor has agreed to sign these presents.

NOW THESE PRESENTS WITNESS that in consideration of the said loan and in pursuance of the said agreement, the Mortgagor doth hereby transfer to the Mortgagee, his successors and assigns the immovable property described in Schedule A hereunder written with the appurtenances thereto subject to redemption as hereinafter mentioned.

THESE PRESENTS ALSO WITNESS that in consideration of the said loan and in pursuance of the said agreement, the Mortgagor doth hereby further transfer to the Mortgagee, his successors and assigns the property described in Schedule B hereunder written, being that on which the said loan to be expended, subject to redemption as hereinafter mentioned.

AND it is hereby agreed that if the Mortgagor ~~his~~/their legal representatives and assigns shall duly comply with the terms on which the said loan has been granted and shall apply the same and every part thereof in the manner provided in the said order and shall duly repay the amount of the said loan together with any interest which may have become payable thereon, or any part thereof, and all costs if any, incurred by the Mortgagee, his successors or assigns in making the said loan or otherwise in connection therewith, the Mortgagee, his successors or assigns, shall thereupon retransfer the said immovable property noted in Schedule A together with the property described in Schedule B to the Mortgagor, his legal representatives or assigns or as he or they shall direct.

PROVIDED always and it is hereby agreed that in case the Mortgagor, his legal representatives or assigns shall fail to comply with the terms on which the said loan has been granted, it shall be lawful for the Mortgagee, his successors and assigns to sell the said immovable property noted in Schedule A and the property described in Schedule B or any parts thereof, and out of the proceeds of such sale to make good to the Mortgagee, his successors or assigns the amount which in consequence of any such default shall be payable by the Mortgagor, his legal representatives or assigns.

In witness whereof the Mortgagor has/~~have~~ hereunto set ~~his~~/their hand the day and year first above written. (The Schedule above referred to.)

To

The Deputy Commissioner,

Bangalore.

Sir, Law 67-29

With reference to the correspondence ending with your letter No.B5-1399/28-29 dated 21st February 1931 regarding the recovery of the loan due to the Industries Department from Messrs Abdul Quddus Khaleel and Abdul Hafiz Meccai, from a sale of the mortgaged house No. 2, ~~100~~ Hundred ft.Road Mahomedan Block,Basavangudi Bangalore, I am directed to state that the sale of the house by Mr. Meccai after having hypothecated it in favour of Government can only be subject to the mortgage and hence the -- property can ~~therefore~~ be sold for recovery of the loan. A careful consideration of all the facts disclosed, however show that the balance of advantage lies in proceeding in a civil court for enforcing the mortgage agains Mr. Meccai than to have the property sold on the Revenue side, especially since the rights of third parties are concerned and possession can only be had through a Civil Court.

The file of papers sent with your letter of the 27th January 1930 is herewith returned

I have etc.,

Secy. to Govt.Law Deptt.

Memo No.I.

Copy to the Director of I.and C for information.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYS

General and Revenue Secretariat

Dated, Bangalore,.....

No.

From

The Secretary to the Government of His Highness the Maharaja of Mysore,
Law Department.

To

The Deputy Commissioner,

Bangalore.

Sir,

With reference to the correspondence ending with your letter No.B.5-4399/28-29 dated 21st February 1931 regarding the recovery of the loan due to the Industries Department from Messrs. Abdul Quddus Khaleel and Abdul Hafiz Meccai, from a sale of the mortgaged house No.2 Hundred feet Road Mahomedan Block, Basavangudi Bangalore, I am directed to state that the sale of the house by Mr. Meccai after having hypothecated it in favour of Government can only be subject to the mortgage and hence the property can be sold for recovery of the loan. A careful consideration of all the facts disclosed, however show that the balance of advantage lies in proceeding in a civil court for enforcing the mortgage against Mr.Meccai than to have the property sold on the Revenue side, especially since the rights of third parties are concerned and possession can only be had through a Civil Court.

The file of papers sent with your letter of the 27th January 1930 is herewith returned.

I have the honour to be,

Sir,

Your most obedient servant,

Secretary to Government,

Law Department.

Appendix F G—1

SUBJECT.....

.....

.....

Section

File No.

Serial No.

No. P 6832 Encls

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

To

The D.C. Bangal

Date of issue 24/4/31

Signed by.....

In continuation of this office letter no. P. 667 dated 17.4.31 re: the recovery of the loan due from ——.

I am directed to forward herewith the file of papers noted below with your letter no Fover B.S.-6899/30 dated 4th Jan 1930. I have

List of enclosures.....

Copied by.....

Examined by.....

TSD 24/4. Dml 24/4 for.

WD 02559—GPB—25,000—25-6-30